

TODD & LEVI, LLP

444 MADISON AVENUE

SUITE 1202

NEW YORK, NEW YORK 10022

www.toddlevi.com

JOHN F. TODD
JILL LEVI
DAVID B. ROSENBERG

TELEPHONE (212) 308-7400

FACSIMILE (212) 308-8450
E MAIL: toddandlevi@toddlevi.com
NOT FOR SERVICE OF LITIGATION PAPERS

January 29, 2025

BY ECF

Honorable Jennifer H Rearden
United States District Court
Southern District of New York
500 Pearl Street, Room 1010
New York, New York 10007

Re: Star Air Group LLC (“SAG”) vs. Medical Facilities Holdings Property
Management LLC (“MFHPM”); SDNY Case No. 1:23-cv-05317-JHR

Dear Judge Rearden,

We represent Plaintiff Star Air Group LLC (“SAG” or “Plaintiff”) in connection with the above referenced matter. We are writing this letter application in accordance with Your Honor’s Individual Rules and Practices to request entry of Judgment against Defendant MFHPM as a result of MFHPM’s breach of the Settlement Agreement between the Parties, as explained below.

As Your Honor may recall, SAG and MFHPM entered into a Settlement Agreement on or about July 24, 2024, pursuant to which, among other things, (i) the Court entered a Final Order and Stipulation of Dismissal (ECF # 57) (the “Dismissal Order”), (ii) The Court retained continuing jurisdiction for the purpose of enforcing the Settlement Agreement between the parties and (iii) MFHPM was required to make a payment to SAG in the amount of \$140,000, by no later than January 23, 2025 (the “Final Payment”).

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Section 9.1 of the Settlement Agreement, which was attached as Exhibit “A” to the Dismissal Order, also provides as follows:

“9.1 In the event that MFHPM fails to make the Final Payment to SAG pursuant to Section 5.1(c) hereof, then MFHPM shall be in default of its obligations under this Agreement (an “MFHPM Default”). Upon the occurrence of an MFHPM default, MFHPM consents to the entry of judgment against it, and in favor of SAG, in the amount of Two Hundred Eighty Thousand U.S. Dollars (\$280,000.00)(the “Judgment Amount”). The Judgment Amount plus the Settlement Fee represents the total amount of funds alleged to be due and owing by MFHPM to SAG. The judgment entered pursuant to the terms hereof shall be in the form attached as Exhibit “D” hereto, which SAG shall present to the Court within five (5) business days of the date of an MFHPM Default. Upon an MFHPM Default, SAG reserves the right to make an application to the Court to re-open the Litigation to the extent necessary to enter a Judgment against MFHPM in accordance with this Section 9.1. For the avoidance of doubt, MFHPM shall be entitled to a credit in partial satisfaction of any Judgment entered against MFHPM, in an amount equal to any partial payment of the Final Payment amount made by MFHPM to SAG in respect of the Final Payment.” (ECF #56, Exhibit A).

MFHPM failed to make the Final Payment to SAG on January 23, 2025. On January 27, 2025, I advised Defendant’s counsel of MFHPM’s Default, and on the same date SAG provided written notice of MFHPM’s default to Ryan King, an officer of MFHPM, a copy of which I also provided to counsel. As of the date hereof, MFHPM has failed to make the Final Payment.

Accordingly, pursuant to Section 9.1 of the Settlement Agreement, MFHPM is in default of its obligations under the Settlement Agreement, and SAG is entitled to entry of Judgment against MFHPM in the amount of \$280,000. We respectfully request that the Court enter Judgment in favor of SAG and against MFHPM, in form annexed hereto as Exhibit 1.

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We thank the Court for its time and attention to this matter.

Respectfully submitted,



David Rosenberg

cc: Zachary Meyer, Esq. (by ECF)